

**NORTH CAROLINA INDUSTRIAL COMMISSION**  
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE'S 143-291 et seq.

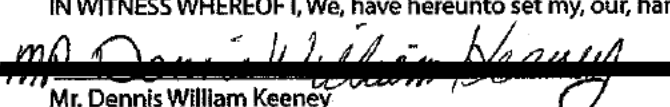

KNOW ALL MEN BY THESE PRESENTS, That I, DENNIS WILLIAM KEENEY AND PATRICIA LYNN KEENEY (Plaintiffs), being over 18 years of age, for the sole consideration of \$20,500.00 (Twenty thousand five hundred dollars and zero cents) to be paid by the State of North Carolina and the North Carolina Department of Health and Human Services/Appalachian District Health Department (Defendant), the payment whereof being made under the provision of General Statutes 143-291 et seq., do hereby release and discharge and by these presents do for myself, my heirs, executors, administrators and assigns release and forever discharge Defendant, and their officers, employees, servants, and agents and State of North Carolina, of and from any and all claims, demands, damages, actions, causes of action of whatever kind or nature, on account of the incident complained of in Plaintiff's Affidavit which related to the issuance and later revocation of a wastewater system permit for a .5 acre property owned by Plaintiffs located on River Ridge Road, Boone, Watauga County, North Carolina.

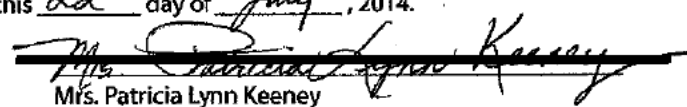

I further acknowledge that no lien by any third party exists on the proceeds of this settlement, or that if any valid lien exists, I agree to pay the lien out of proceeds of this settlement, and I agree to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

I further hereby agree to indemnify and hold harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

I understand that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in promise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said accident. **Plaintiff hereby agrees to file a Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.**

IN WITNESS WHEREOF I, We, have hereunto set my, our, hand(s), this 22 day of July, 2014.

  
Mr. Dennis William Keeney  
Plaintiff (Pro Se)  
SS # 

  
Mrs. Patricia Lynn Keeney  
Plaintiff (Pro Se)  
SS #: 

AGREED TO:

N.C. Department of Justice and the State of North Carolina

By: 

Alexander G. Walton, Attorney for Defendant  
N.C. Department of Justice